



## CITY OF DURHAM

*101 City Hall Plaza  
Third Floor  
Durham, North Carolina 27701*  
Request for Proposal (RFP) for  
DATA Vehicle Refurbishment Work

**Date of Issue: March 15, 2013**

The city of Durham is soliciting proposals for the refurbishment of twenty two (22) buses operated by the Durham City Transit Company (DCTC) for public transit service throughout the city.

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# 1. INTRODUCTION AND INSTRUCTIONS

## 1.1 General Information

This section contains the general guidelines, return mailing address, contact persons, telephone & fax numbers, and the deadline for receipt of the proposal.

- a) Responders must submit three ( 3) hard copies of their proposal to:

Pierre Osei-Owusu, Sr. Transportation Planner  
City of Durham (DATA)  
1907 FAY Street  
Durham, NC 27704  
Phone # 919 560-1535 x 214

- b) Proposals must be received no later than **4:00 p.m. on April 19, 2013.**
- c) Delays caused by any delivery service, including the U.S. Postal Service will not be grounds for an extension of the proposal due date and/or time. Any proposal received after that time will be returned unopened. Faxed proposals are not acceptable.
- d) Any responder's failure to submit their proposal before the deadline will cause their response to be disqualified. Late responses or amendments will not be opened or accepted for evaluation.
- e) All other questions regarding this RFP may be submitted prior to the pre-proposal conference by fax or e-mail only to the contact listed below:

Pierre Osei-Owusu, DATA Administration  
1907 Fay Street  
Durham, NC 27704  
Telephone: (919) 560-1535 x36214  
Fax: (919) 560-1534  
e-mail: [pierre.osei-owusu@durhamnc.gov](mailto:pierre.osei-owusu@durhamnc.gov)

- f) The pre-proposal conference is scheduled at 9:00 am on March 28, 2013 at 1907 Fay Street, Durham , NC 27704.
- g) The Project Manager will post to the City website all questions and answers. All questions must be in writing and directed to the issuing office, addressed to the Project Manager. The interested party must confirm telephone conversations in writing. Questions are due no later than 7 calendar days prior to the proposal due date.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Project Manager will make that decision.

- h) With the exception of the Project Manager, Assistant Director of Transportation or Director of Transportation, no other City official or employee is empowered to speak for the City with respect to this RFP. Respondents who seek to obtain information, clarification, or interpretation from another City official or employee, are advised that such material is used at the vendor's own risk, and that the City will not be bound by any such representations.

## 1.2 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

Issue RFP	<b>March 15, 2013</b>
Pre- proposal Conference	<b>March 28, 2013</b>
Final Date to Submit Written Questions	<b>March 23, 2013</b>
Responses to Responder's Questions Posted to City Web Site No Later Than	<b>April 7, 2013</b>
Receive proposal	<b>April 19, 2013</b>
Evaluation Committee selection made	<b>April 26, 2013</b>
City Council Contract Approval	<b>June 15, 2013</b>
Implementation Begins	<b>July 1, 2013</b>
Service Contract Ends	<b>December, 2013</b>

## 1.3 Purpose of the RFP (Detailed Scope)

The city of Durham is soliciting proposals for the refurbishment of twenty two (22) buses operated by the Durham City Transit Company (DCTC) for public transit service throughout the city. The purpose of this Request for Proposals (RFP) is to define the city's minimum requirements, solicit proposals for the project, and gain adequate information by which the city of Durham may evaluate the products and services offered by the vendors. The refurbishment work includes:

### Structural

Plywood floor – The plywood floorboards shall be replaced 100% with new. The new plywood shall be three-quarter (3/4") inch thick, seven (7) ply, and marine grade plywood. The steel framing, (i.e.: suspension beams, bulkhead flanges, etc, that secure and support the plywood shall be caulked prior to assembly to eliminate all voids. Caulking shall remain flexible throughout the service life of the bus.

All depressions in the floor surface due to countersinking of fasteners or seams or other causes shall be filled. The floor shall be sanded smooth where required and thoroughly cleaned, before the rubber floor covering is applied.

Undercoating- All under floor structure shall be undercoated. Exposed plywood floorboards shall be undercoated.

#### Interior

Flooring – The transit floor covering shall be removed and replaced with new premium grade transit flooring. The entrance plate, front step treads, standee marker, driver's area and exit mat shall be replaced with new material consisting of Altro rubber flooring Storm color, part # TFM-27903. The flooring shall be sealed at the wheel wells and driver's platform to prevent water from entering under the flooring. The front stepwell and wheel housings shall be repaired or replaced as necessary. The wheel housing trim moldings shall be replaced with new.

Wheel Chair Ramp – Shall be reinforced with 20 gauge stainless steel.

Seats – Passenger seats bottom and back inserts shall be replace with new seat cushion insert with 4 studs blue eyebrow fabric.

Side panels – All side panels shall be replaced with new ones.

#### **Vehicle Description / List:**

Vehicle ID	Make/Model	Year	Replace Flooring	New Seat Bottoms & Backs	Refurbish Driver's Area	Replace Interior Panels
302	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
303	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
304	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
305	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
306	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
307	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
308	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
309	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
311	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
315	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
316	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
317	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
319	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
320	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
322	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
324	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
325	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
326	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
328	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
329	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
330	Gillig Low Floor	2003	Yes	Yes	Yes	Yes
331	Gillig Low Floor	2003	Yes	Yes	Yes	Yes

## 1.4 Refurbishment Schedule

Within six weeks of award and execution of the corresponding contract, the Contractor shall, at its own expense, remove one bus from the DATA maintenance facility located at 1820 North Miami Boulevard, Durham, NC, 27701 and take it to the Contractors maintenance facility where all of required work is to

be performed. Such work shall take no more than 2 weeks to complete and the bus shall then be returned to DATA, at which point the Contractor shall remove the second bus and repeat the process until all buses are refurbished. In removing and returning the buses, the Contractor shall “flat-bed” them. The buses may not be driven and/or towed.

## 1.5 Location of Buses

Buses are located at 1820 North Miami Boulevard, Durham, NC- 27701.

## 1.6 Notice under the Americans with Disabilities Act (ADA).

The City will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact as soon as possible but **no later than 48 hours** before the scheduled event the office of:

Stacey Poston  
Acting ADA Coordinator  
Voice: 919-560-4197 x254  
TTY: 919-560-4809  
[stacey.poston@durhamnc.gov](mailto:stacey.poston@durhamnc.gov)

## 1.7 Right of Rejection

The City reserves the right to reject any or all responses.

## 1.8 City of Durham Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any qualifications or statement of qualifications.

## 1.9 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City. All information, including detailed price and cost information, will be held in confidence during the evaluation process and before the contract award is issued. Thereafter, proposals will become public information.

## 1.10 Subcontractors

If subcontractors are used it is the City's preference that responder/prime vendor be responsible for monitoring, managing and maintaining all Service Level Agreements with the City.

### 1.11 Right to Inspect Place of Business

At reasonable times, the City may inspect those areas of the vendor's place of business that are related to the performance of a contract. If the City makes such an inspection, the vendor must provide reasonable assistance.

### 1.12 Solicitation Advertising

This solicitation has been advertised on the City's internet site at:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Any responses to requests for additional information or clarifications to this RFP will be posted to this site no later than April 7, 2013.

### 1.13 News Releases

News releases related to this RFP will not be made without prior approval of the Public Affairs Division, and then only in coordination with the Project Manager.

### 1.14 Assignment

The vendor may not transfer or assign any portion of the contract.

### 1.15 Equal Business Opportunity Program Ordinance

- a) It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories. While there are no SDBE participation goals for this project, in accordance with the Ordinance, all vendors are required to provide information requested in the "SDBE Procurement Forms" package, which has been included with this RFP. Proposals **that do not contain the appropriate, completed "Procurement Forms" will be deemed non-responsive and ineligible for consideration.** The "Declaration of Performance," "Participation Documentation," "Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all vendors. In lieu of "Employee Breakdown," vendors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.
- b) The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Procurement Forms" should be referred to Deborah Giles or other department staff at (919) 560- 4180.



## 2. STANDARD INFORMATION

### 2.1 Discussions with Responders

Even though there is no Pre-proposal conference, the City may conduct discussions with responders during the for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP. All questions must be in writing and directed to the issuing office, addressed to the Project Manager. The interested party must confirm telephone conversations in writing. Questions are due no later than March 23, 2013.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Project Manager will make that decision.

### 2.2 Prior Experience

In order for offers to be considered responsive, responders must meet these minimum prior experience requirements:

- a) A minimum of three years demonstrated experience in project management.
- b) A responder's failure to meet these minimum prior experience requirements will cause their qualifications to be considered non-responsive and their response **will be rejected**.
- c) Primary services are to be delivered by the selected vendor.

### 2.3 Evaluation of Proposals

This procurement will be conducted using competitive proposal procedures. It is the intent of the city of Durham and to conduct technical evaluations of proposals received, hold vendor interviews, conduct negotiations with one or more vendors, and select a vendor, with the goal of promoting fairness and competition. The following criterias will be used to evaluate the proposals:

- a) Cost
- b) Responsiveness of the technical proposal to the requirements stated in the RFP
- c) Experience and qualifications
- d) References

### 2.4 City of Durham Business License & Other Required Licenses

All organizations doing business with the City are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). Firms selected through the RFP process will be required to demonstrate compliance with licensing requirements. All responding firms that are not currently licensed must provide proof of application for licenser and must obtain all necessary licenses before entering into a contractual agreement with the City. To obtain a Privilege License, call (919) 560-4700.

## 2.5 Contract Negotiations

After completion of the evaluation, including any discussions held with responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations cannot involve changes in the City's requirements or the vendor's qualifications, which would, by their nature, affect the basis of the source selection and the competition previously conducted. If contract negotiations are commenced, they will be held at a location to be determined in the City of Durham, North Carolina. The responder will be responsible for their travel and per diem expenses.

## 2.6 Failure to Negotiate

The City may terminate negotiations with the vendor initially selected and commence negotiations with the next highest ranked responder:

- a) if the selected vendor fails to provide the information required to begin negotiations in a timely manner; or
- b) fails to negotiate in good faith; or
- c) indicates they cannot perform the contract within the budgeted funds available for the project; or
- d) the vendor and the City, after a good faith effort, simply cannot come to terms.

# 3. STANDARD CONTRACT INFORMATION

## 3.1 Insurance Requirements

Contractor shall purchase and maintain insurance coverage for not less than the following:

**Commercial General Liability**, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

**Commercial Auto Liability**, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000

- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

**Professional Liability**, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

**Builder's risk and installation floater**, covering

- work in progress
- materials and equipment, on and off site
- deductible to be paid by contractor; deductibles greater than \$10,000 must be approved by Finance Director.

**Workers' Compensation Insurance**, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

**Insurance shall be provided by:**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

**Insurance shall be evidenced by a certificate:**

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:

City of Durham, North Carolina  
Attention: Finance Director  
101 City Hall Plaza  
Durham, NC 27701

- The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

**Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence,

\$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**Builders Risk Insurance Coverage**

The (Owner or CM) shall procure and maintain Builder's Risk Insurance which provides "All Risk" coverage on the buildings, structure of work, materials and property of the project in the care, custody or control of contractors or subcontractors. The policy or policies shall be in the name of the (Owner or CM), but coverage will be extended to (Owner or CM), all Contractors and Subcontractors of any tier as their interests shall appear, and this shall be so stated on the Certificate of Insurance provided. A waiver of subrogation shall exist for all parties to the policy. A Contractor or subcontractor whose negligence results in a loss may be held responsible by Owner for up to \$5,000 of the deductible amount.

This policy will provide coverage for "Cold Testing," excess of any applicable manufacturers' or installers' warranties or guarantees.

The Builder's Risk policy does not provide coverage for Contractor's equipment including owned, used and leased equipment required to perform the services called for in the Contract Documents. Furthermore, the Builder's Risk policy does not provide business interruption or delay-in-completion coverage for any contractor.

The Waiver of Subrogation under the Builder's Risk Policy shall not benefit any architects or engineers for claims arising out of the rendering of or failure to render professional services.

**All-Risk Contractor's Equipment Insurance** covering owned, used, and leased equipment required to perform the services called for in the Contract. This policy shall contain a waiver of subrogation in favor of the Construction Manager and the Owner.

### 3.2 Proposed Payment Procedures

The City will make payments based on a negotiated payment schedule and financial plan. Payment will not be made for services performed or expenses incurred prior to the date of contract and service acceptance. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

### 3.3 Non-Discrimination Clause

The City opposes discrimination on the basis of race and sex and urges all of its vendors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

### 3.4 EEO Provisions

During the performance of contracts the vendor agrees as follows:

- a) The vendor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action

shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

- b) The vendor shall in all solicitations or advertisements for employees placed by or on behalf of the vendor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c) The vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d) In the event of the vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend contracts, in whole or in part, and the City may declare the vendor ineligible for further City contracts.
- e) Unless exempted by the City Council of the City of Durham, the vendor shall include these EEO provisions in every purchase order for goods to be used in performing contracts and in every subcontract related to contracts so that these EEO provisions will be binding upon such subcontractors and vendors.

## **4. SCOPE OF WORK & PRICE QUOTATION FORM**

### **4.1 Scope of Work**

The city of Durham is soliciting proposals for the refurbishment of twenty two (22) buses operated by the Durham City Transit Company (DCTC) for public transit service throughout the city. The refurbishment work includes:

#### **Structural**

Plywood floor – The plywood floorboards shall be replaced 100% with new. The new plywood shall be three-quarter (3/4”) inch thick, seven (7) ply, and marine grade plywood. The steel framing, (i.e.: suspension beams, bulkhead flanges, etc, that secure and support the plywood shall be caulked prior to assembly to eliminate all voids. Caulking shall remain flexible throughout the service life of the bus.

All depressions in the floor surface due to countersinking of fasteners or seams or other causes shall be filled. The floor shall be sanded smooth where required and thoroughly cleaned, before the rubber floor covering is applied.

Undercoating- All under floor structure shall be undercoated. Exposed plywood floorboards shall be undercoated.

#### **Interior**

Flooring – The transit floor covering shall be removed and replaced with new premium grade transit flooring. The entrance plate, front step treads, standee marker, driver’s area and exit mat shall be replaced with new material consisting of Altro rubber flooring Storm color, part # TFM-27903. The flooring shall be sealed at the wheel wells and driver’s platform to prevent water from entering under

the flooring. The front stepwell and wheel housings shall be repaired or replaced as necessary. The wheel housing trim moldings shall be replaced with new.  
 Wheel Chair Ramp – Shall be reinforced with 20 gauge stainless steel.  
 Seats – Passenger seats bottom and back inserts shall be replace with new seat cushion insert with 4 studs blue eyebrow fabric.  
 Side panels – All side panels shall be replaced with new ones.

Within six weeks of award and execution of the corresponding contract, the Contractor shall, at its own expense, remove one bus from the DATA maintenance facility located at 1820 North Miami Boulevard, Durham, NC, 27701 and take it to the Contractors maintenance facility where all of required work is to be performed. Such work shall take no more than 2 weeks to complete and the bus shall then be returned to DATA, at which point the Contractor shall remove the second bus and repeat the process until all buses are refurbished. In removing and returning the buses, the Contractor shall “flat-bed” them. The buses may not be driven and/or towed.

**All quotations must be provided on the form below.**

### BIDDING FORM

---

Name of Bidder \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Email address \_\_\_\_\_ Date \_\_\_\_\_

**Pricing:**

Task	Price per Vehicle	Quantity	Total Cost
Plywood Floor Replacement	\$	22	\$
Undercoating	\$	22	\$
Interior Flooring	\$	22	\$
Wheelchair Ramp Reinforcement	\$	22	\$
Seat Bottom/Back Replacement	\$	22	\$
Side Panels	\$	22	\$
Refurbish Driver's Area	\$	22	\$
<b>TOTAL COST</b>			\$

## 4.2 Deliverables

Vendors must prepare and submit four (4) copies (including one original and 3 copies) of their submission organized in the manner and sequence in which the information is requested in this section. Proposals shall be concisely prepared in letter size form (8 ½" x 11"), preferably bound to ensure that portions of the submission do not become separated. Proposals submitted by facsimile or e-mail will not be accepted. Failure to include all of the requested information listed in the exhibits below, and appendix may result in the elimination of the vendor from consideration.

### **Letter of Transmittal:**

Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals.

### **Firm Profile, Experience, References, and Financial Capacity:**

The following information must be provided:

1. Name and address of firm;
2. Number of regular employees of the firm and an organizational chart;
3. Name, mailing and physical addresses, telephone and facsimile numbers and e- mail address of the Project Manager designated by the vendor;
4. Names, titles and brief statements of qualifications and experience of all personnel who will work on this project and the relevancy of similar assignments completed by key personnel – this must include any and all partners included on the Project Team.
5. A reference list, including installations that are currently active. The references should be of comparable or greater size than this project. For each separate project, include the following: name, telephone number and e-mail address of contact person at the procuring agency; a description of the project including the number of vehicles, approximate number of days from contract execution to full implementation of the project; and approximate number of days (if applicable) that contract time was exceeded;

This is the data to be provided in a table or excel spreadsheet for all references:

- Transit Authority / Company Name
  - Contact name and title
  - Address / phone / e-mail
  - Description of the company business
  - Date started project; duration of work; Completion date
  - Total Number of Vehicles
  - Cost of project installation
6. Provide a chronology of company history. Include any mergers, acquisitions or divestitures in the last ten years.

## 4.3 Attachments

This document contains attachments providing additional information.

Section 8	Attachment A	City of Durham Contract
Section 9	Attachment B	Equal Business Opportunity Ordinance
Section 10	Attachment C	Federal Clauses

## **5. System Implementation Requirements**

**5.1** This section addresses the requirements necessary to ensure the successful refurbishment of the vehicles. The vendor shall perform all work as required or necessary to comprehensively complete the refurbishment work.

- a) Work shall be performed with minimal impact on business operations. The City prefers work to be done during normal business hours.
- b) All designs shall provide a path for scalability to accommodate future growth and future or additional applications.

## **6. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

### **6.1** Format and Content

The City discourages overly lengthy and costly responses; however, in order for the City to evaluate qualifications fairly and completely, responders should follow the format set out herein and provide all of the information requested.

### **6.2** Introduction

Responders must include the complete name and address of their agency, mailing address, and telephone number of the person the City should contact regarding the statement of qualifications.

### **6.3** Understanding of the Project

Responders must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **6.4** Methodology Used for the Project

Responders must provide a comprehensive narrative Statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the City's project schedule.



## 6.5 Experience and Qualifications

The city of Durham is looking to contract with a single vendor to design, deploy, and provide long-term support of this project. The city encourages partnerships in meeting the project requirements. The city requires a single point of contact and that all partners are included in the team and product information provided. Please see section 4.2 of this RFP for the requirements for submitting vendor qualifications and experience.

## 6.6 Fees

Qualifications must include an itemized list of all direct and indirect costs associated with the performance of this contract.

# 7. EVALUATION CRITERIA AND VENDOR SELECTION

THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100

This procurement will be conducted using competitive proposal procedures. It is the intent of the city of Durham and to conduct technical evaluations of proposals received, hold vendor interviews, conduct negotiations with one or more vendors, and select a vendor, with the goal of promoting fairness and competition.

The Purchasing Coordinator shall appoint a Selection Committee to evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria. The Committee shall make its findings to and award recommendations to the city council. The council shall award all competitive proposal contracts to the responsible firm whose proposal is most advantageous considering price and technical requirements.

Proposals received will first be reviewed for completeness and inclusion of the information requested in the Request for Proposal. The absence of required information may result in exclusion from further consideration. The following criteria will be used to evaluate the proposals.

Cost	60%
Responsiveness of the technical proposal to the requirements stated in the RFP	20%
Experience and Qualifications	10%
References	10%

## 8. Attachment A – City of Durham Contract

### ATTACHMENTS

#### 5.01 Sample Contract

CONTRACT FOR *[descriptive title]*

This contract is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Durham (“City”) and *[name of firm]* (“Contractor”), *[Indicate type of entity, for instance:*

*a corporation organized and existing under the laws of [name of State];  
a professional corporation organized and existing under the laws of [name of State]; a  
professional association organized and existing under the laws of [name of State]; a limited  
partnership organized under the laws of [name of State];  
a sole proprietorship;  
or a general partnership].*

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall *[state the services to be provided and the schedule for those services.]* In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: *[Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.]* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor’s Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. *[Consult Risk Management.]*

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. The following exhibits are made a part of this contract:  
Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).  
Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).  
In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 9. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

*Pierre Osei-Owusu Sr. Transportation Planner*  
City of Durham  
1907 Fay Street,  
Durham, NC 27704  
The fax number is (919). 560-1534

To the Contractor:

[*Insert name and address*]

The fax number is \_\_\_\_\_.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Trade Secrets and Confidentiality. The request for proposals section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The word "Proposer" used in that section shall mean the "Contractor."

Sec. 12. Indemnification.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed

or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor.

Section 26-10(f) of that chapter provides, in part, “If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Chapter 26 and not to the Contractor’s alleged violations of other obligations.

(j) **Prompt Payment to Subcontractors.** Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City’s Project Manager [*City staff – if your contract uses another title for “Project Manager,” you would substitute it here and in the rest of this section. –RW*] determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%. (c) The City’s Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) **No Third Party Rights Created.** This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) **Principles of Interpretation and Definitions.** In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City's finance officer

\_\_\_\_\_  
Date

## 9. Attachment B – Equal Business Opportunity Ordinance



### CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROCUREMENT FORMS



#### Equal Opportunity/ Equity Assurance Department

**Mailing Address:**

101 City Hall Plaza  
Durham, North Carolina 27701

**Phone:** (919) 560-4180

**Facsimile:** (919) 560-4513

**Street Address:**

302 E. Pettigrew Street  
Durham, North Carolina 27701



## **SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE PROCUREMENT DOCUMENTATION**

**If applicable information is not submitted with your bid, your bid will be deemed non-responsive.**

**Declaration of Performance** must be completed and submitted with your bid.

**Managerial Profile** must be used to list the managerial persons in your work force who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your bid.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

## DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

**Briefly address each of the following items:**

1. A brief synopsis of the company and the products/services it provides:
  
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
  
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
  
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
  
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

---

Date

---

Authorized Signature

## MANAGERIAL PROFILE

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Equal Business Opportunity Ordinance.

### Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

## **EQUAL OPPORTUNITY STATEMENT**

(You may submit your organization's EEO policy in lieu of this sheet)



## **10. ATTACHMENT C**

### **11. FEDERAL TRANSIT ADMINISTRATION**

#### **FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES**

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the U.S. Department of Transportation (hereinafter called the "USDOT") and the City of Durham, North Carolina, or (ii) by a grant agreement or cooperative assistance agreement between the North Carolina Department of Transportation (hereinafter called the "NCDOT") and THE CITY OF DURHAM or (iii) by THE CITY OF DURHAM itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement dated October 1, 2012, as amended (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in the Contract, will be deemed incorporated into the Contract by reference and shall be incorporated in any subagreement or subcontract executed by \_\_\_\_\_ ("Contractor") pursuant to its obligations under the Contract. Contractor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment, apparatus, supplies or the services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

#### **1. No Obligation by the Federal Government.**

A. THE CITY OF DURHAM and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to THE CITY OF DURHAM, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2. Program Fraud and False or Fraudulent Statements or Related Acts.**

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3. Access to Records**

A. Contractor agrees to provide THE CITY OF DURHAM, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until THE CITY OF DURHAM, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. FTA does not require the inclusion of these requirements in subcontracts.

#### **4. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between THE CITY OF DURHAM and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **5. Civil Rights**

The following requirements apply to the underlying Contract or purchase order:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **6. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE CITY OF DURHAM requests which would cause THE CITY OF DURHAM to be in violation of the FTA terms and conditions. These requirements extend to all of Contractor's subcontractors and their contracts at every tier.

## **7. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements extend to all of Contractor's subcontractors and their contracts at every tier.

## **8. Disadvantaged Business Enterprises / Prompt Payment and Return of Retainage**

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. THE CITY OF DURHAM's overall goal for DBE participation is **8.4 %**. A separate Contract goal **[of \_\_\_ % DBE participation has] [has not]** been established for this procurement.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as THE CITY OF DURHAM deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from THE CITY OF DURHAM. In addition, the Contractor may only hold retainage from its subcontractors, in accordance with North Carolina statutes.

E. The Contractor must promptly notify THE CITY OF DURHAM, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of THE CITY OF DURHAM.

## **9. Termination**

A. Termination for Convenience - THE CITY OF DURHAM may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to THE CITY OF DURHAM to be paid to the Contractor. If the Contractor has any property in its possession belonging to the THE CITY OF DURHAM, the Contractor will account for the same, and dispose of it in the manner the THE CITY OF DURHAM directs.

B. Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or, if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the THE CITY OF DURHAM may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.



If it is later determined by THE CITY OF DURHAM that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, THE CITY OF DURHAM, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure - THE CITY OF DURHAM in its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven (7) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to THE CITY OF DURHAM's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within seven(7) days after receipt by Contractor of written notice from THE CITY OF DURHAM setting forth the nature of said breach or default, THE CITY OF DURHAM shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude THE CITY OF DURHAM from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that THE CITY OF DURHAM elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by THE CITY OF DURHAM shall not limit THE CITY OF DURHAM's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **10. Government-Wide Debarment and Suspension**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by Triangle Transit. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Triangle Transit, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **11. Access for Individuals with Disabilities.**

Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

## **12. Buy America**

- A. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
- B. Contractor must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **13. Dispute Resolution.**

- A. Disputes concerning a question of fact or law arising in the performance of the Contract, which are not resolved by agreement of the parties to the Contract, shall be decided in writing by the authorized representative of Triangle Transit. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of Triangle Transit. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position to Triangle Transit.
- B. The decision of the authorized representative of Triangle Transit rendered at the conclusion of any such appeal shall be final and conclusive as to questions of fact unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The decision of Triangle Transit or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than two years from the date of Contractor's receipt of such decision.
- C. If it is determined, on appeal, that Triangle Transit's interpretation of the Contract, direction to Contractor, or any other action required by Triangle Transit's decision was an erroneous determination of the rights and obligations of the parties under the Contract, Contractor's remedy shall be the same as if such action were a change under the Contract.
- D. Unless otherwise directed by Triangle Transit, Contractor shall continue performance under the Contract while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.
- E. By submission of a Bid or offer in response to Triangle Transit's solicitation, Contractor agreed to exhaust its administrative remedies under this Paragraph 11 prior to seeking judicial relief of any type in connection with any matter related to the solicitation, the award of any contract, and any dispute under any resulting contract.

**14. Restriction on Lobbying.**

Contractor agrees to comply with the requirements of 31 U.S.C. 1352, the Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (2 U.S.C. 1601, et seq.) CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Triangle Transit. The requisite lobbying certification has been signed and submitted by Contractor with its Bid for this Contract.

**15. Clean Air.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor agrees to report each violation to Triangle Transit and understands and agrees that Triangle Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

**16. Clean Water.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to Triangle Transit and understands and agrees that Triangle Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

**17. Cargo Preference.**

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**18. Contract Work Hours and Safety Standards.**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon

its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## ATTACHEMENT A

### CERTIFICATION REGARDING LOBBYING

*(To be submitted with each bid or offer exceeding \$100,000, must be executed before award)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

Subscribed and sworn to before me this \_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHEMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION  
(To be submitted with all bids exceeding \$25,000)

- 1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontractors at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_







## EMPLOYEE BREAKDOWN

### Part A – Employee Statistics for the Primary Location

#### MALES

#### FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

### Part B – Employee Statistics for the Consolidated Company (*See instructions for this form on whether this part is required.*)

#### MALES

#### FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form